



# **Bay Colony Marina**

## **Slip Rental Lease Agreement**

This Lease Agreement (this "Lease") is made effective as of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_ ("Lessor - Owner"), and \_\_\_\_\_ ("Lessee - Renter").

**The Parties agree as follows:**

**PREMISES.** Lessor-Owner, in consideration of the lease payment provided in this Lease, leases to Lessee-Renter Bay Colony Marina Slip \_\_\_\_\_ (the "Premises") located at Bay Colony Marina, 29664 Colony Drive, Dagsboro, Delaware 19939.

**TERM.** The lease term will begin on \_\_\_\_\_ and will terminate on \_\_\_\_\_.

**LEASE PAYMENTS.** Lessee-Renter shall pay to Lessor-Owner \$ \_\_\_\_\_ payable in advance at the time of lease signing. Lease payment shall be made to Lessor-Owner \_\_\_\_\_, which may be changed from time to time by Lessor-Owner. Lessee-Renter acknowledges that no refunds or pro-rations will be made with regard to Lessee's premature vacation from the slip unless for such reasons as stated in this lease or separately negotiated between Lessor-Owner and Lessee-Renter.

**POSSESSION.** Lessee-Renter shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Lessor-Owner on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Lessee-Renter shall remove its goods and peaceably yield up the Premises to Lessor-Owner in as good condition as when delivered to Lessee-Renter, ordinary wear and tear excepted.

**USE OF PREMISES/ABSENCES.** Lessee-Renter shall occupy and use the Premises as a Boat Slip unit. Lessee-Renter agrees to abide by all rules and regulations of the Bay Colony Marina, in effect at the time of lease or amended/changed during the term of this lease agreement. (Copy of Rules and Regulations attached)

**PROPERTY INSURANCE.** It is mutually understood by the parties hereto that the Lessee-Renter shall carry a minimum of \$300,000.00 liability insurance for any boat utilizing said slip. Current boat registration and proof of such insurance must be provided to Lessor-Owner and to the Bay Colony Marina Slip Owners Association Dockmaster before any boat will be permitted to occupy said Slip. Exhibit "A" must also be completed and returned to Lessor-Owner. The parties hereto agree that Lessor-Owner and Bay Colony Marina Slip Owners Association will not assume any responsibility for personal injury of any kind, loss of life, or the loss of damage by theft, vandalism, fire, act of God, or otherwise to boat, vehicle, or other property or contents thereof placed upon the premises for dockage and parking, and that the Lessor-Owner does not carry insurance for same.

**MAINTENANCE.** Lessor-Owner along with the Marina Slip Owners Association shall have the responsibility to maintain the Premises in good repair at all times and perform all repairs necessary to satisfy any implied warranty of usability except that Lessee-Renter shall be responsible for: Maintaining Slip in the same condition as found on first day of rental.

**UTILITIES AND SERVICES.** Lessor-Owner shall be responsible for all utilities and services in connection with the Premises.

**TAXES.** Lessor-Owner shall pay all real estate taxes, which may be levied against the Premises.

**TERMINATION UPON SALE OF PREMISES.** Notwithstanding any other provision of this Lease, Lessor-Owner may terminate this lease upon sixty (60) days written notice to Lessee-Renter that the Premises have been sold.

**DESTRUCTION OR CONDEMNATION OF PREMISES.** If the Premises are damaged or destroyed by fire or other casualty to the extent that enjoyment of the unit is substantially impaired, Lessor-Owner, in its sole discretion may elect to repair the Premises or terminate the Lease upon thirty days' written notice to Lessee-Renter. If the Premises are condemned or cannot be repaired, this Lease will terminate upon twenty days written notice by either party, and the unused portion of the lease payment, calculated by number of days left in the term of this lease, will be refunded to the Lessee-Renter.

**USEABILITY.** Lessee-Renter has inspected the Premises (or has had the Premises inspected on behalf of the Lessee-Owner), and acknowledges that the Premises are in a reasonable and acceptable condition of usability for their intended use, and the agreed lease payments are fair and reasonable. If the condition changes so that, in Lessee's-Renter's opinion, the usability and rental value of the Premises are adversely affected, Lessee shall promptly provide reasonable notice to Lessor-Owner. The Lessee-Renter acknowledges that each slip is restricted to marine mooring occupancy for a single non-commercial pleasure boat. Non-recreational vessels without a method of self-propulsion are prohibited. In addition, all vessels must fit within the boundaries of the slip; except overhangs may extend up to two (2) feet; except for slips G-22 through G-34, which allows up to twenty (20) feet, but without interference of marine waters by other boats.

**DEFAULTS.** Lessee-Renter shall be in default of this Lease if Lessee-Renter fails to fulfill any lease obligation or term by which Lessee-Renter is bound. Subject to any governing provision of law to the contrary, if Lessee-Renter fails to cure any financial obligation within 5 days (or any other obligation within 10 days) after written notice of such default is provided by Lessor-Owner to Lessee-Renter, Lessor-Owner may elect to cure such default and the cost of such action shall be added to Lessee's-Renter's financial obligations under this Lease. All sums of money or charges required to be paid by Lessee-Renter under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other right afforded by law.

**LATE PAYMENTS.** For any payment that is not paid within 10 days after its due date, Lessee-Renter shall pay a late fee of \$50.00.

**HOLDOVER.** If Lessee-Renter maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Lessee-Renter shall secure permission in writing from the Lessor-Owner, such permission will not be unreasonably withheld unless there is reason to believe such holdover will damage the slip or unless there is maintenance to be performed by the Bay Colony Marina Slip Owners Association, at which time the boat and all items will be removed by Lessee-Renter.

**CUMULATIVE RIGHTS.** The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

**NON-SUFFICIENT FUNDS.** Lessee-Renter shall be charged the maximum amount allowable under applicable law for each check that is returned to Lessor for lack of sufficient funds.

**REMODELING OR STRUCTURAL IMPROVEMENTS.** Lessee-Renter shall not alter the Premises or conduct any construction or remodeling that may be required to use the Premises as specified above. Lessee-Renter will notify Lessor-Owner about any repairs necessary and Lessor-Owner will have the necessary repairs made. If repairs were necessary due to the negligence of Lessee-Renter, Lessor-Owner, in conjunction with the Marina Slip Owners Association, will have the repairs made and bill Lessee-Renter for all costs.

**DANGEROUS MATERIALS.** Lessee-Renter shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Lessor-Owner is obtained and proof of adequate insurance protection is provided by Lessee-Renter to Lessor-Owner. Fuel to powerboat will not be kept at the docks in separate containers. All fueling must be done in accordance with the Bay Colony Marina Rules and Regulations.

**SUBORDINATION OF LEASE.** This Lease is subordinate to any mortgage that now exists, or may be given later by Lessor-Owner, with respect to the Premises.

**ASSIGNABILITY/SUBLETTING.** Lessee-Renter may not assign or sublease any interest in the Premises, nor assign, mortgage or pledge this Lease, without the prior written consent of Lessor-Owner, which shall not be unreasonably withheld.

**NOTICE.** Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed to the party at the appropriate address set forth below. Such addresses may be changed from time to time by either party by providing notice as set forth below. Notices mailed-in in accordance with these provisions shall be deemed received on the third day after posting.

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**LESSOR-OWNER (Sign and Date)**

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**LESSEE-RENTER (Sign and Date)**

**GOVERNING LAW.** This Lease shall be construed in accordance with the laws of the State of Delaware.

**ENTIRE AGREEMENT/AMENDMENT.** This lease contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**SEVERABILITY.** If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such revision shall be deemed to be written, construed, and enforced as so limited.

**WAIVER.** The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

**BINDING EFFECT.** The provisions of this Lease shall be binding upon and inure to the benefit of parties and their respective legal representatives, successors and assigns.

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**LESSOR-OWNER (Sign and Date)**

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**LESSEE-RENTER (Sign and Date)**

**Notes:**

- (1) ***Please provide a copy of this entire completed Slip Rental Lease Agreement Packet to the Bay Colony Marina Dock Master. This includes the Lease Agreement, along with acknowledgment of the Bay Colony Rules and Regulations, and the completed Exhibit A (Slip Renter Information), which includes a current copy of the Boat Registration Card and Insurance Declaration proving Lessee's-Renter's liability insurance is in effect for at least \$300,000.***
- (2) ***Additional Bay Colony Marina Information can be found on the Bay Colony Marina Web Site at [www.baycolonymarina.org](http://www.baycolonymarina.org)***

***This Form is dated 2021***

# Bay Colony Marina Rules and Regulations

1. **ALL BOATS MUST HAVE A MINIMUM OF \$300K LIABILITY INSURANCE COVERAGE AND A CURRENT YEAR STATE BOATER REGISTRATION CARD** and be kept on file with the Dockmaster.
2. **THE MARINA IS A TRASH IN – TRASH OUT FACILITY.** No fish or crab remains, waste, sewage, garbage, oil, trash, or other materials shall be discharged or disposed of in the marina, channel, or on the property. Please discard all trash and materials from the Marina.
3. **All Boats in the Marina will be fully equipped and operable for operation on the sea; and equipped with all safety of life equipment as required by the USCG regulations including Federal, State, and local laws; and shall comply with all Federal and State licensing and registration requirements.**
4. **Each Boat Slip is restricted to marine mooring occupancy for a single non-commercial pleasure boat. Non-recreational boats (such as barges and other watercraft) without a method of self-propulsion are prohibited. This excludes Boat US emergency Tow Boats with self-propulsion.**
5. **All Boats must fit within the boundaries of the Boat Slip, including all bowsprits, booms, pulpits, and other projections and overhangs, both forward and rear; Except a Boat may extend up to two (2) feet to the rear of the slip. The only exception is for Slips G-22 through G-34 - they can extend up to twenty (20) feet to the rear of the slip provided the portion of the boat lying outside the Slip boundary does not interfere with the use of the Marina waters by other boaters, or is unsafe.**
6. **Fueling of boats in the Marina Basin and channel is discouraged. Boat Owners assume all responsibility for spills and damage caused by fueling their boats as per DNREC policies.**
7. **KEEP DOCKS CLEAR AT ALL TIMES.** Please do not store anything on the Docks – including fuel, flammable materials, fishing, crabbing, swimming, tubing, diving supplies, cleaning supplies, nets, rakes, or any items that limit access or cause a fire or safety hazard.
8. **Boats experiencing fuel/holding tank leakage shall immediately be removed or repaired from the Marina property by the owner or the Dockmaster may remove at the Boat owner's expense.**
9. **Any vessel that sinks in the Marina shall be removed by the vessel owner within twelve (12) hours of the sinking or the Dockmaster may authorize removal of the vessel at the owner's expense.**
10. **No major boat repairs, paint application, is allowed in the slip or the Marina.**
11. **All Boats underway in the Marina shall observe NO WAKE SPEED and be operated safely.**
12. **All vehicles on Marina property shall be operated in a safe and slow manner and be parked in designated black-top lined parking spaces. No parking on the grass or in front of the gates. Motor vehicles, including without limitation, mobile homes, motor homes, truck campers, and house trailers of any kind cannot be used as campers or mobile residences while on Marina property.**
13. **Boat trailers must be removed the same day they arrive; no overnight parking in the Marina.**
14. **No fishing, crabbing, swimming, or diving is allowed in the Marina Basin, Docks, and Ramp area.**
15. **Dock boxes must be purchased from the Dockmaster in order to maintain uniformity in the Marina.**

16. Marine grade electric power cords, water hoses, and lines should be neatly coiled at all times.
17. Pets will be kept on a leash at all times. Collect and remove all pet droppings immediately. Do not dispose of pet droppings or baby diapers inside the Marina restrooms.
18. Riding bicycles on Docks and entryways is strictly prohibited for safety.
19. No antenna or other device for the transmission or reception of television signals shall be erected on Marina property. Such antennas or other devices are permitted on Boats docked in the Marina.
20. No individual signs or advertising posters are permitted in the Marina or on Boats in the Marina.
21. Boat flags and pennants while flown or displayed on boats inside the Marina must be in good professional taste without foul language, ill-symbols, or unprofessional in appearance.
22. Inappropriate behavior by any member, guest, or tenant will not be tolerated and should be reported to the Dockmaster. Suspension of privileges could result from such behavior.

*This listing is subject to enforcement by the Dockmaster, the Board of Directors, the By-Laws of the Bay Colony Marina Slip Owners Association, the Condominium Declarations of the Bay Colony Community Yacht Club, and the State of Delaware - DNREC and the Delaware State Police; and the United States Coast Guard.  
Revised: 02/2022*

*This is acknowledgment that the LESSEE-RENTER has read and received a copy  
of the **Bay Colony Marina Rules and Regulations***

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LESSEE-RENTER (Sign and Date)



# ***Bay Colony Marina***

## ***Slip Rental Lease Exhibit A***

### **Slip Renter Information**

SLIP NUMBER: \_\_\_\_\_

SLIP RENTER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PRIMARY TELEPHONE NO: \_\_\_\_\_

ALTERNATE TELEPHONE NO: \_\_\_\_\_

PRIMARY MOBILE NO: \_\_\_\_\_

ALTERNATE MOBILE NO: \_\_\_\_\_

PRIMARY EMAIL: \_\_\_\_\_

ALTERNATE EMAIL: \_\_\_\_\_

### **Boat Information**

- **PROVIDE CURRENT COPY OF BOAT INSURANCE POLICY**
- **PROVIDE CURRENT COPY OF BOAT REGISTRATION CARD**